



# **Request for Proposal No. DPW12-012**

**TO PROVIDE CONSULTING SERVICES FOR DAM INUNDATION STUDIES  
OF HICKORY BASIN AND DEVIL CANYON DAM (BASIN #1)**

**County of San Bernardino  
Flood Control District  
825 East Third Street  
San Bernardino, CA 92415-0835**

**FEBRUARY 2012**

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## **I. Introduction**

### **A. Purpose**

The County of San Bernardino Flood Control District, hereafter referred to as the "District", is seeking proposals from interested and qualified Proposers to provide Dam Inundation Studies for Hickory Basin and Devil Canyon Dam (Basin #1). Hickory Basin is located in an unincorporated area of San Bernardino County south of Fontana and east of Rancho Cucamonga, north of Foothill Blvd and south of San Bernardino Avenue. Devil Canyon Dam (basin #1) is located north of Campus Pkwy and west of Devil Canyon Road in the City of San Bernardino. Both basins are under Division of Safety of Dams (DSOD) jurisdiction. The San Bernardino County Flood Control District constructed and maintains both basins. A vicinity map for each basin is attached (Exhibit A and B).

### **B. Term of Agreement**

Specific services to be provided under this Request for Proposals (RFP) are outlined under Section IV, Scope of Work. The Agreement period will be for 18 months.

### **C. Minimum Proposer Requirements**

All Proposers must:

1. Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent Agreement performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.
2. Be independent companies with no ties to any companies listed in the "Scope of Work" section of this document (Section IV).
3. Have the ability to maintain adequate files and records and meet statistical reporting requirements.
4. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
5. Have a minimum of three (3) continuous years of experience providing this type of service.
6. Provide references of a minimum of three (3) other customers, one (1) of which should be a government agency, involving the Proposer's delivery of services that demonstrate the ability of the Proposer to provide Dam Inundation services as outlined in this RFP. All references must have names, titles and phone numbers.
7. Meet other presentation and participation requirements listed in this RFP.

### **D. Reserved**

### **E. Questions**

Questions regarding the contents of this RFP must be submitted in writing on or before 4:00 pm on March 6, 2012 and directed to the individual listed in Section I, Paragraph F. All questions will be answered and both the question and answer will be posted on the County's Web-Site.

#### **F. Correspondence**

All correspondence, **including proposals and questions**, are to be submitted to:

Melissa L. Walker, PE, Chief  
San Bernardino County Department of Public Works  
Flood Control Planning Division  
825 East Third Street, Room 122  
San Bernardino CA 92415-0835

Phone: (909) 387-8120  
Fax: (909) 387-8130  
Email: mwalker@dpw.sbcounty.gov

Fax number and e-mail address may be used to submit questions only. **Proposals will not be accepted by email or facsimile.**

#### **G. Admonition to Proposers**

Once this RFP has been issued, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Failure to adhere to this policy may result in disqualification of the Proposer. All questions regarding this RFP can be presented in writing as indicated in Section I, Paragraph E.

#### **H. Proposal Submission Deadline**

All proposals must be received at the front counter of the Department of Public Works, 825 E. Third Street, San Bernardino County, CA 92415, where it will be time-stamped upon receipt. All proposals must be submitted no later than **4:00 P.M. March 20, 2012**. For the purpose of this proposal, the time specified will be as defined by the official time clock located at the front counter of the Department of Public Works. Facsimile or electronically transmitted proposals will not be accepted in lieu of actual receipt. **Late or incomplete proposals will not be accepted.**

### **II. PROPOSAL TIMELINE**

Release of RFP	February 22, 2012
Deadline for Submission of Questions	4:00 pm on March 6, 2012
Deadline for Proposals	4:00 pm on March 20, 2012
Tentative Date for Awarding Agreement	April 10, 2012

### **III. PROPOSAL CONDITIONS**

#### **A. Contingencies**

This RFP does not commit the District to award an Agreement. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers in writing, if the County rejects all proposals. The County also reserves the right to terminate this RFP process at any time.

#### **B. Acceptance or Rejection of Proposals**

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening and up to the end of the Agreement period. The County reserves the right to reject any or all proposals.

#### **C. Evaluation Process**

Proposals will be evaluated in compliance with the procedure described in Section VII of this RFP.

**D. Modifications**

The County reserves the right to issue addenda or amendments to this RFP if the County considers that additional clarifications are needed. Only those Proposers represented at the proposal conference will receive addenda or amendments issued after the Mandatory Proposal Conference.

**E. Proposal Submission**

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time.

**F. Incurred Costs**

The County is not obligated to pay any costs incurred by Proposers in the preparation of a proposal in response to this RFP. Proposers agree that all costs incurred in developing this proposal are the Proposer's responsibility.

**G. Negotiations**

The County may require the potential Proposer(s) selected to participate in negotiations. This may include cost, technical, or other clarifications needed to make a decision.

**H. Formal Agreement**

Proposer will be required to enter into a formal Agreement with the County. This RFP sets forth some of the general provisions which will be included in the final Agreement. In submitting a response to this RFP, Proposer will be deemed to have agreed to each clause unless the proposal identifies an objection and County agrees to a change of language in writing. All objections to any provisions of the final Agreement should be listed on Attachment C – Exceptions to RFP.

**I. Use of Proposals Received**

All proposals received shall become the property of the County.

**J. Final Authority**

The final authority to award Agreements as a result of this RFP rests solely with the County of San Bernardino Board of Supervisors (Board). In certain situations, the Board may authorize the Chief Executive Officer (CEO) and/or the Purchasing Agent to award Agreements.

**IV. SCOPE OF WORK**

**A. Background**

The work consists of conducting dam breach characterization studies and dam break inundation modeling for Hickory Basin and Devil Canyon Dam (Basin #1). The dam breach characterization studies will estimate dam breach size, shape, and formation time, based on geotechnical evaluations and sensitivity analyses. Dam break inundation modeling will result in preparation of inundation maps per Governor's Office of Emergency Service, California Code of Regulations - Title 19, Chapter 2, Subchapter 4, "Dam Inundation Mapping Procedures Regulations"

**B. Task Description and Deliverables:**

**1. Field Review and Data Collection**

- Consultant shall make field reviews of the basins and the potentially affected reaches downstream. The review will enable Consultant to make observations relative to dam breach characterization and dam break inundation modeling
- The District will supply the hydrology information. Consultant shall discuss with District any additional hydrology or hydraulic information that might be required.

## **2. Breach Analyses**

Consultant shall perform the following tasks:

- Make a field evaluation of the likely dam breach characteristics and use the National Weather Service NWS DAMBRK to perform breach parameter sensitivity analysis.
- Discuss with District the appropriate dam failure assumptions, such as failure type (piping versus overtopping), initial reservoir water surface elevation, and reservoir inflow hydrograph.
- Determine the final breach parameters, based on a review of geotechnical information, empirical relationships documented by the OES/CAL EMA and others, and sensitivity analyses.

## **3. Dam Break Inundation Study and Map Preparation**

Consultant shall perform the following tasks:

- Consultant shall perform dam break inundation study and shall prepare inundation map for each basin (Hickory and Devil 1) according to the OES/CAL EMA Requirements. Construction drawings, topographic maps, and site reviews should be used to generate model cross-section data and prepare inundation maps.
- The dam break flood wave shall be determined and routed with the NWS DAMBRK model for the reach immediately downstream of the basin. The HEC-1 and HEC-RAS models may be used for flow routing farther downstream to determine time of peak flooding, deflooding time, peak flood elevation, and floodplain width. The floodwave shall be routed until the flows are either absorbed by a large body of water or contained in the main channel.
- Based on the results of the flood routing, Consultant shall delineate on appropriate scale maps the limits of downstream flooding. Maps shall be prepared in accordance with OES/CAL EMA requirements. Water surface elevations, flood peak, floodplain width, time of flood peak, deflooding time and flood wave travel times shall be noted on the maps as well.

## **4. Project Review Meetings**

Project review meetings in a workshop format shall be conducted at the District's office. Focus of these meetings shall be as outlined below:

Initial Project review meeting:

- Discuss Breach characterization assumptions, and suggest modifications if necessary.
- Discuss outflow hydrograph sensitivity to breach characterization assumptions.
- Discuss failure assumptions for DAMBRK models (starting water surface elevations, piping or overtopping failure, etc) and suggest modifications if necessary.
- Discuss other input assumptions for DAMBRK model, and suggest modifications if necessary.
- Project review meetings (as needed):
- Submit draft reports and inundation maps to District.
- Discuss draft report and suggest modifications if necessary.

## **5. Draft Report**

- Using the OES/CAL EMA regulations, the Consultant shall perform the following work:
- Prepare a draft report to summarize the project, the approach, assumptions, methods, and results of the study. The draft reports shall include tables, figures, drawings including inundation map and details necessary to explain the breach characterization, dam break models, interpretation of results.

- Submit two (2) copies of the draft report for District to review. Any comments shall be incorporated into the draft report. A total of four (4) copies of the draft report shall be submitted to the District before submittal to OES/CAL EMA. Two (2) printed and one (1) disk copies of all computer model input and output shall be provided.

**6. Final Report and Dam Inundation Map for Governor's Office of Emergency Services**

- District will submit the dam break inundation study and maps to OES/CAL EMA for review and approval. OES/CAL EMA will return one check print copy with recommendations for changes to the map (if any), to District.
- If OES/CAL EMA recommends changes to be in compliance with OES/CAL EMA criteria, consultant will make the required changes. If OES/CAL EMA recommends changes that are outside of OES/CAL EMA criteria, Consultant will develop a cost estimate for making these changes, submit the cost estimate to District, and make the changes requested by District as additional services to this contract.
- After draft report, including inundation map has been approved by OES/CAL EMA, the Consultant shall finalize draft report and provide five (5) copies of the Final Report and two sets of reproducible inundation maps (mylars) shall be provided to the District for submittal to OES/CAL EMA. Two (2) printed and one (1) disk copies of all Final computer model input and output shall be provided. The Final Dam Inundation Map shall be provided to District in AutoCAD, TerraModel and GIS format. The final report, maps and computer models shall be received by the District on or before the project deadline specified in the contract (within 18 month from the project award)

**V. AGREEMENT REQUIREMENTS**

It is the County's intent that the contractual relationship between the Proposer and the County shall be substantially as set forth in the attached sample Agreement (Attachment J). In developing the proposal, the Proposer should carefully review the sample Agreement and the contractual requirements listed in Section V and take into consideration the rights, obligations, and costs associated therewith. Any change in the sample Agreement or the contractual requirements in Section V, which the Proposer desires, must be specified in the proposal or the requested change will be deemed to have been waived.

**A. General**

**1. Legality and Severability**

The parties' actions under the Agreement shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Agreement is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**2. Iran Contracting Act of 2010**

In accordance with Public Contract Code section 2204(a), the Proposer certifies that at the time the proposal is submitted, the Proposer signing the proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Proposers are cautioned that making a false certification may subject the Proposer to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in

accordance with Public Contract Code section 2205. **Proposer agrees that signing the Proposal shall constitute signature of this Certification.**

**3. Taxes**

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Proposer or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Agreement.

**4. Representation of the County**

In the performance of the Agreement, Proposer, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

**5. Proposer Primary Contact**

The Proposer will designate an individual to serve as the primary point of contact for the Agreement. Proposer or designee must respond to County inquiries within two (2) business days. Proposer shall not change the primary contact without written notification and acceptance of the County. Proposer will also designate a back-up point of contact in the event the primary contact is not available.

**6. Change of Address**

Proposer shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

**7. Subcontracting**

Proposer agrees not to enter into any subcontracting contracts for work contemplated under the Agreement without first obtaining written approval from the County. Any subcontracting shall be subject to the same terms and conditions as Proposer. Proposer shall be fully responsible for the performance and payments of any subcontractor's contract.

**8. Agreement Assignability**

Without the prior written consent of the County, the Agreement is not assignable by Proposer either in whole or in part.

**9. Agreement Amendments**

Proposer agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the person(s) authorized to do so on behalf of Proposer and the County.

**10. Termination for Convenience**

The County for its convenience may terminate this Agreement in whole or in part upon ten (10) calendar day's written notice. Such adjustment shall provide for payment to the Proposer for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Proposer shall promptly discontinue services unless the notice directs otherwise. Proposer shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

**11. Attorney Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Part B-1 Indemnification.

## **12. Venue**

The venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

## **13. Electronic Fund Transfer Program**

Proposer shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Proposer's designated checking or other bank account. Proposer shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

## **14. Licenses, Permits and/or Certifications**

Proposer shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Proposer shall maintain these licenses, permits and/or certifications in effect for the duration of this Agreement. Proposer will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain required licenses, permits and/or certifications may result in immediate termination of this Agreement.

## **15. Prevailing Wage Laws**

By its execution of this Agreement, Proposer certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. As well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work." If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Proposer agrees to fully comply with such Prevailing Wage Laws. Proposer shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Proposer's principal place of business and at the project site. Proposer will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Proposer shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws.

## **16. Notification Regarding Performance**

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the Proposer shall notify the County within one (1) working day, in writing and by telephone.

## **17. Conflict of Interest**

Proposer shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Proposer shall make a reasonable effort to prevent employees, Proposers, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with

the conflict of interest situation, may be disallowed, by the County and such conflict may constitute grounds for termination of the Agreement. This provision shall not be construed to prohibit employment of persons with whom Proposer's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

#### **18. Improper Consideration**

Proposer shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Proposer shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

#### **19. Employment of Former County Officials**

Proposer agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Proposer. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Proposer. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

#### **20. Inaccuracies or Misrepresentations**

If in the administration of an Agreement, the County determines that Proposer has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to the County during the RFP process, the Agreement may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

#### **21. Ownership of Documents**

All documents, data, products, graphics, computer programs, and reports prepared by the Proposer pursuant to this Agreement shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to the County at the completion of work under this Agreement, subject to the requirements of Section V, Paragraph A, 9 (Termination for Convenience). Unless otherwise directed by the County, Proposer may retain copies of such items.

#### **22. Copyright**

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Agreement including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Agreement shall

acknowledge the County of San Bernardino Flood Control District as the funding agency and Proposer as the creator of the publication. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Proposer in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Agreement must be filed with the County prior to publication.

### **23. Invoices**

Proposer shall provide County itemized monthly invoices, in arrears, for services performed under this Agreement within twenty (20) days of the end of the previous month.

### **24. Release of Information**

No news releases, advertisements, public announcements or photographs arising out of this Agreement or Proposer's relationship with County may be made or used without prior written approval of the County.

### **25. Section Not Used**

### **26. Damage to County Property, Facilities, Buildings or Grounds**

The Proposer shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Proposer or employees or agents of the Proposer. Such repairs shall be made immediately after Proposer becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Proposer fails to make timely repairs, the County may make any necessary repairs. The Proposer, as determined by the County, for such repairs shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Proposer from the County.

### **27. Air, Water Pollution Control, Safety and Health**

Proposer shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Agreement.

### **28. Drug and Alcohol-Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Agreement, the Proposer agrees that the Proposer and the Proposer's employees, while performing service for the County, on County property, or while using County equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- c. Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a Proposer or Proposer's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Proposer shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Agreement and any other Agreement the Proposer has with the County, if the Proposer or Proposer's employees are determined by the County not to be in compliance with above.

## **29. Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

## **30. Disclosure of Criminal and Civil Proceedings**

The County reserves the right to request the information described herein from the Proposer selected for Agreement award. Failure to provide the information may result in a disqualification from the selection process and no award of Agreement to the Proposer. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of Agreement.

The selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the county. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

## **31. Artwork, Proofs and/or Negatives**

All artwork, proofs and/or negatives in either print or digital format for this product are the property of the District. These items must be returned to the District within ten (10) days, upon written notification to the Proposer. In the event of a failure to return the documents, the county is entitled to pursue any available legal remedies. In addition, the Proposer will be barred from all future solicitations, for a period of at least six (6) months.

## **32. Environmental Requirements**

In accordance with County Policy 11-10, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Proposers to use recycled paper for proposals and for any printed or photocopied material created as a result of an Agreement with the County. The policy also requires Proposers to use both sides of paper sheets for reports submitted to the County whenever practicable.

Although the County has not committed to allowing a cost preference, if two products are equivalent and the cost is feasible the environmentally preferable product would be selected. The intent is to utilize Proposers that reduce environmental impacts in their production and distribution systems whenever fiscally practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB939), Proposer must be able to annually report the County's environmentally preferable purchases using Attachment I. Service providers are asked to report on environmentally preferable goods and materials used in the provision of their service to the County.

### **33. American-Recovery and Reinvestment Act Funding (ARRA)**

#### **Use of ARRA Funds and Requirements**

This Agreement may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Proposer must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Proposer will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Proposer agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Agreement.

Proposer may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Proposer must contact the County with any questions regarding registration requirements.

#### **Schedule of Expenditure of Federal Awards**

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Proposer agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate

accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Proposer agrees to separately identify to each subcontractor and document at the time of subcontract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Proposer may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Proposer agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Agreement.

### **Whistleblower Protection**

Proposer agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of an Agreement relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule, or regulation related to an agency Agreement (including the competition for or negotiation of an Agreement) awarded or issued relating to ARRA funds.

*Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.*

## **B. Indemnification and Insurance Requirements**

### **1. Indemnification**

For “design professional services” as defined in Civil Code section 2782.8, the following indemnification paragraph applies: **“Proposer shall defend and indemnify County for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional.”**

For a “construction contract” as defined in Civil Code section 2783, the following indemnification paragraph applies: “The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers (Indemnitees) from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor’s indemnification obligation applies to the Indemnitee’s “passive” negligence but does not apply to the Indemnitee’s “sole” or “active” negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.”

For all other consultant services, the following indemnification paragraph applies: “The Proposer agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Proposer indemnification obligation applies to the County’s “active” as well as “passive”

negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782."

## **2. Basic Insurance Requirements**

### **Additional Insured**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

### **Waiver of Subrogation Rights**

The Proposer shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Proposer and Proposer's employees or agents from waiving the right of subrogation prior to a loss or claim. The Proposer hereby waives all rights of subrogation against the County.

### **Policies Primary and Non-Contributory**

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

### **Severability of Interests**

The Proposer agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Proposer and the County or between the County and any other insured or additional insured under the policy.

### **Proof of Coverage**

The Proposer shall furnish certificates of insurance to the County Department administering the Agreement evidencing the insurance coverage at the time the Agreement is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department(s) and Proposer shall maintain such insurance from the time Proposer commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Agreement, the Proposer shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and all endorsements immediately upon request.

### **Acceptability of Insurance Carrier**

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

### **Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

### **Failure to Procure Coverage**

In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Agreement or obtain insurance if it deems necessary and any

premiums paid by the County will be promptly reimbursed by the Proposer or County payments to the Proposer(s)/Applicant(s) will be reduced to pay for County purchased insurance.

#### **Insurance Review**

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Proposer agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

### **3. Insurance Specifications**

The Proposer agrees to provide insurance set forth in accordance with the requirements herein. If the Proposer uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Proposer agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Proposer shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:

#### **Workers' Compensation/Employers Liability**

A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons including volunteers providing services on behalf of the Proposer and all risks to such persons under this Agreement.

If Proposer has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Proposers that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

#### **Commercial/General Liability Insurance**

The Proposer shall carry General Liability Insurance covering all operations performed by or on behalf of the Proposer providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.

- c. Broad form property damage (including completed operations)
- d. Explosion, collapse and underground hazards.
- e. Personal Injury
- f. Contractual liability
- g. \$2,000,000 general aggregate limit

**Automobile Liability Insurance**

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Proposer is transporting one or more non-employee passengers in performance of Agreement services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Proposer owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

**Umbrella Liability Insurance**

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

**Professional Services Requirements**

**Professional Liability** – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits  
or

**Errors and Omissions Liability Insurance** with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Agreement work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after Agreement completion.

**C. Right to Monitor and Audit**

**1. Right to Monitor**

The County, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Proposer in the delivery of services provided under this Agreement. Proposer shall give full cooperation, in any auditing or monitoring conducted. Proposer shall cooperate with the County in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by the County.

In the event the County determines that Proposer's performance of its duties or other terms of this Agreement are deficient in any manner, County will notify Proposer of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Proposer shall remedy any deficiency within forty-eight (48) hours of such notification, or County at its option, may terminate this Agreement immediately upon written notice, or remedy deficiency and off set the cost thereof from any amounts due the Proposer under this Agreement or otherwise.

**2. Availability of Records**

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Agreement or until all pending County, State and Federal audits are completed, whichever is later.

**VI. PROPOSAL SUBMISSION**

**A. General**

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. and the following. Proposals may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, Proposer should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of the response:

**NOTICE**

The data on pages\_\_\_\_\_ of this proposal response, identified by an asterisk (\*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino Flood Control District determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Proposer will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state, and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury, which may result from any disclosure that may occur.

**B. Proposal Presentation**

1. All proposals must be submitted on 8 ½ x 11 paper (min.), neatly typed, double-sided on recycled paper, with normal (1-inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.

2. One (1) original and five (5) copies, for a total of six (6), of the complete proposal must be received by the deadline for receipt of proposal specified in Section I, Paragraph H (Proposal Timeline). The original and all copies must be in a sealed envelope or container stating on the outside: Proposer Name, Address, Telephone Number, RFP number, RFP Title, and Proposal due date. **PROPOSER MUST INCLUDE COST ESTIMATE AND ATTACHMENT F per Section VI Paragraph C, no. 13.**
3. Hand carried proposals may be delivered to the address identified in Section I, Paragraph F, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the County. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

The County reserves the right to reject any and all proposals or portions of proposal or alternates received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests.

#### **C. Proposal Format**

Response to this RFP must be in the form of a proposal package, which must be submitted in the following format:

1. **Cover Page** – Attachment A is to be used as the cover page for the proposal. This form must be fully completed and signed by an authorized officer of the Proposer.
2. **Table of Contents** – All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.
3. **Statement of Experience**  
Include the following in this section of the proposal:
  - a. Business name of the prospective Proposer and legal entity such as corporation, partnership, etc.
  - b. Number of years the prospective Proposer has been in business under the present business name, as well as related prior business names.
  - c. A brief summary of the relevant qualifications and experience in providing the services solicited in this RFP.
4. **Minimum Proposer Requirements**  
Complete, initial, and sign Attachment B.
5. **Exceptions to RFP**  
Complete Attachment C.
6. **Statement of Certification** (Attachment D) - Include the following in this section of the Proposal
  - a. A statement that the offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.
  - b. A statement that all aspects of the proposal, including the fee proposal, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.
  - c. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the County to pursue any remedy by law.
  - d. A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and an Agreement awarded.

- e. A statement that the Proposer agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Proposer's ability to perform the services as proposed; and
- f. A statement that the prospective Proposer, if selected will comply with all applicable rules, laws and regulations.

**7. References**

Provide three (3) references from other agencies that you have established an Agreement with on a project of this nature, of same or similar size. Provide Contact Name, Address, Phone Number, and dates services were provided on Attachment E.

**8. Proposal Description**

Provide a detailed description of the proposal being made.

- a. The proposal should address, but is not limited to, all terms in Section IV.
- b. The proposal should include the following:
  - i. A brief synopsis of the Proposer's understanding of the County's needs and how the Proposer plans to meet these.
  - ii. A concise statement of the services (and product, if applicable) proposed.
  - iii. An explanation of any assumptions and/or constraints.

**9. Project Team Organization Chart**

Project Team Organization Chart shall clearly show the organization of the team and the hierarchy of the members. It must include:

- a. Organizational framework for the proposed Project team.
- b. Company name and key staff name for each role identified in the chart.

**10. Work Plan and Schedule**

Include the following:

- a. Summary of management/work plan for this Project;
- b. Project schedule

**11. Statement of Qualifications**

Include the following in this section of the proposal:

- a. Number of years the prospective Proposer has been in business under the present business name, as well as related prior business names.
- b. Statement that the Proposer does not have any commitments or potential commitments which may impact the Proposer's ability to perform this Agreement.
- c. A list of references with which Proposer has provided similar services during the last five (5) years. Please include the name, address, and telephone number, and the type of services provided. Please include a contact person who the County can call in order to verify the quality of services your organization/firm has provided.
- d. Resumes of key Project team members.
- e. Provide project profiles that directly relate to this Project in terms of size and scope. The project profiles shall clearly indicate the scope of services Proposer provided for that project.

**12. Licenses, Permits and/or Certifications**

Provide copies of all licenses, permits and/or certifications as required under Section V, Paragraph A, 13.

**13. Cost**

Complete a detailed cost estimate correlating to the items of work and milestones as stated in the work plan and schedule item 10 along with Attachment F and enclose it in a **separate sealed envelope to be submitted as part of the proposal.**

**14. Employment of Former County Officials**

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business and should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

**15. Insurance**

Submit evidence of ability to insure as stated in Section V, Paragraph B, Indemnification and Insurance Requirements.

**VII. PROPOSAL EVALUATION AND SELECTION**

**A. Initial Review**

All proposals will be initially evaluated by Department staff to determine if they meet the following minimum requirements:

1. The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
2. Prospective Proposers must meet the requirements as stated in the Minimum Proposer requirements as outlined in Section I, Paragraph C. Failure to meet all of these requirements will result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation and if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential, the County may choose to accept the proposal. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

**B. Evaluation Committee**

The County will establish an Evaluation Committee with responsibility for reviewing all proposals that meet the Minimum Proposer requirements outlined in Section I, Paragraph C and conducting the reviews, evaluations, and scoring described in Section VII. In addition, the Evaluation Committee, may, in its sole discretion, utilize outside experts and financial consulting or reporting services to assist in the evaluation process.

**C. Evaluation of Proposals**

Proposals meeting the requirements of Section VII, Paragraph A, will be evaluated by the Evaluation Committee as follows:

1. Qualifications Evaluation – The Evaluation Committee will conduct an evaluation of all proposals under the criteria set forth in Section VII, Paragraph D. The Evaluation Committee will rank all proposals and reject any proposals that do not meet the minimum qualifications as stated in this RFP.
2. Fee Proposals – Following a ranking of the proposals, the Evaluation Committee will open all fee proposals. The Evaluation Committee will not alter the ranking of the proposals once the fee proposals have been opened. However, the fee proposals will be used during negotiations with the selected Proposer.

Recommendation – Following the completion of evaluations by the Evaluation Committee and the scoring of Proposals in accordance with this Section, the Evaluation Committee will make a recommendation for award of a Proposer Agreement and Department Staff will enter into negotiations with the Proposer. The final decision to award any Agreement as a result of this RFP process rests solely with the County of San Bernardino Board of Supervisors. In certain situations, the Board may authorize the Chief Executive Officer (CEO) and/or the Purchasing Agent to award Agreements.

#### **D. Evaluation Criteria**

1. No proposal shall be rejected if it contains a minor irregularity, defect, or variation if the irregularity, defect or variation is considered by the County (at the County's sole discretion) to be immaterial or inconsequential. In such cases, the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation, or the County may elect to waive the deficiency and accept the Proposal.
2. The successful Proposer will be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. The County will use the following criteria in its evaluation and comparison of proposals submitted. The order in which they appear is not intended to indicate their relative importance.
  - a. Technical approach *15 points*
  - b. Understanding of scope of work *20 points*
  - c. Experience with Cal EMA and similar projects *20 points*
  - d. Qualifications of firm's support staff or sub-consultants *20 points*
  - e. References *10 points*
  - f. Work Plan and Schedule *15 points*
3. The Evaluation Committee may contact any of the Proposer's client references to discuss the Proposer's qualifications and past performance. The results of any such reference checks will be considered in the evaluation and scoring of proposals.
4. The County may also contact any proposer to clarify any response; contact any current users of a proposer's services; solicit information from any available source concerning any aspect of a proposal; request an oral presentation of any or a select few proposers; and seek and review any other information deemed pertinent to the evaluation process.

#### **E. Negotiations**

1. Following the evaluation process, the most qualified firm will be selected and negotiations will be held with that firm. If negotiations are not successful, the County will so notify the firm, and commence negotiations with the next rated firm, and so on.
2. After negotiations are complete, the Agreement will be presented to the County of San Bernardino Board of Supervisors for approval. In certain situations, the Board may authorize the Chief Executive Officer (CEO) and/or the Purchasing Agent to award Agreements. Once the Board has taken action, the selected Proposer will be notified in writing.

#### **F. Award**

Agreement(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual Agreement may result in cancellation of the award.

#### **G. Disputes Relating to Proposal Process and Award**

In the event a dispute arises concerning the proposal process prior to the award of the Agreement, the party wishing resolution of the dispute shall submit a request in writing to the Director of Purchasing. Proposer may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Appeal must be in writing.
2. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a denial of award can only be brought on the following grounds:

1. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
2. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Laurie Rozko, Director  
County of San Bernardino  
Purchasing Department  
777 E. Rialto Avenue  
San Bernardino, CA 92415-0760

The County Purchasing Agent shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the Agreement. The decision of the County Purchasing Agent shall be deemed final.

**ATTACHMENT A – COVER PAGE**

PROPOSER'S NAME (*name of firm, entity, or organization*):

\_\_\_\_\_  
\_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

\_\_\_\_\_

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

\_\_\_\_\_

MAILING ADDRESS:

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PROPOSER'S ORGANIZATIONAL STRUCTURE

☐ Corporation    ☐ Partnership    ☐ Proprietorship    ☐ Joint Venture

☐ Other (explain): \_\_\_\_\_

If Corporation,      Date Incorporated: \_\_\_\_\_ State Incorporated: \_\_\_\_\_

States Registered in as foreign corporation: \_\_\_\_\_

PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:

\_\_\_\_\_  
\_\_\_\_\_

PROPOSER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## ATTACHMENT B – MINIMUM PROPOSER REQUIREMENTS

The following requirements apply to all prospective Proposers.

	Requirement	Agree (initial)	Agree with qualification (initial and attach explanation)
1.	Insert Minimum Proposer Requirements from Section I, Paragraph C.		

SIGNED\_\_\_\_\_

PRINT NAME\_\_\_\_\_

TITLE\_\_\_\_\_

DATE\_\_\_\_\_

---

**ATTACHMENT C – EXCEPTIONS TO RFP**

PROPOSER NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE# ( ) \_\_\_\_\_ FAX # ( ) \_\_\_\_\_

I have reviewed the RFP, General Agreement Terms and Sample Agreement in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

Name of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Date \_\_\_\_\_

### ATTACHMENT D – STATEMENT OF CERTIFICATION

The following statements are incorporated in our response to the County of San Bernardino.

	Statement	Agree (initial)	Agree with qualification (initial and attach explanation)
1.	The offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.		
2.	All aspects of the proposal, including the fee proposal, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.		
3.	All declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the County to pursue any remedy by law.		
4.	Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and an Agreement awarded.		
5.	Proposer agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Proposer's ability to perform the services as proposed; and		
6.	Proposer, if selected will comply with all applicable rules, laws and regulations.		

**ATTACHMENT E – REFERENCES**

<b>Name of Agency</b>	<b>Contact Name/Address</b>	<b>Phone Number</b>	<b>Dates services provided (from/through*)</b>

Provide a minimum of three (3) customer references you have contracted with, providing the same service as requested in this RFP.

\*Enter “**Present**” if still providing the services (Example: 10/08/03/present).

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**ATTACHMENT F – FEE PROPOSAL SHEET(S)**

Project No. \_\_\_\_\_

insert name of project Project

Proposer's All-Inclusive Fee \$ \_\_\_\_\_  
(Including reimbursable expenses, such as  
travel costs, printing costs, etc.)

Proposed Man Hours for Design \_\_\_\_\_ Man Hours  
(including estimated man hours for agency(ies) reviews)

Proposed Schedule for Design \_\_\_\_\_ Weeks  
(including estimated agency(ies) reviews)

Estimate of Construction Schedule \_\_\_\_\_ Weeks

Estimate of all costs (if applicable) \$ \_\_\_\_\_  
(including Proposer and construction) required to meet  
and obtain LEED Silver certification

\_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
(Firm)

Proposer must complete this form.

**ATTACHMENT G –NOT USED**

## ATTACHMENT H – PROPOSAL CHECKLIST

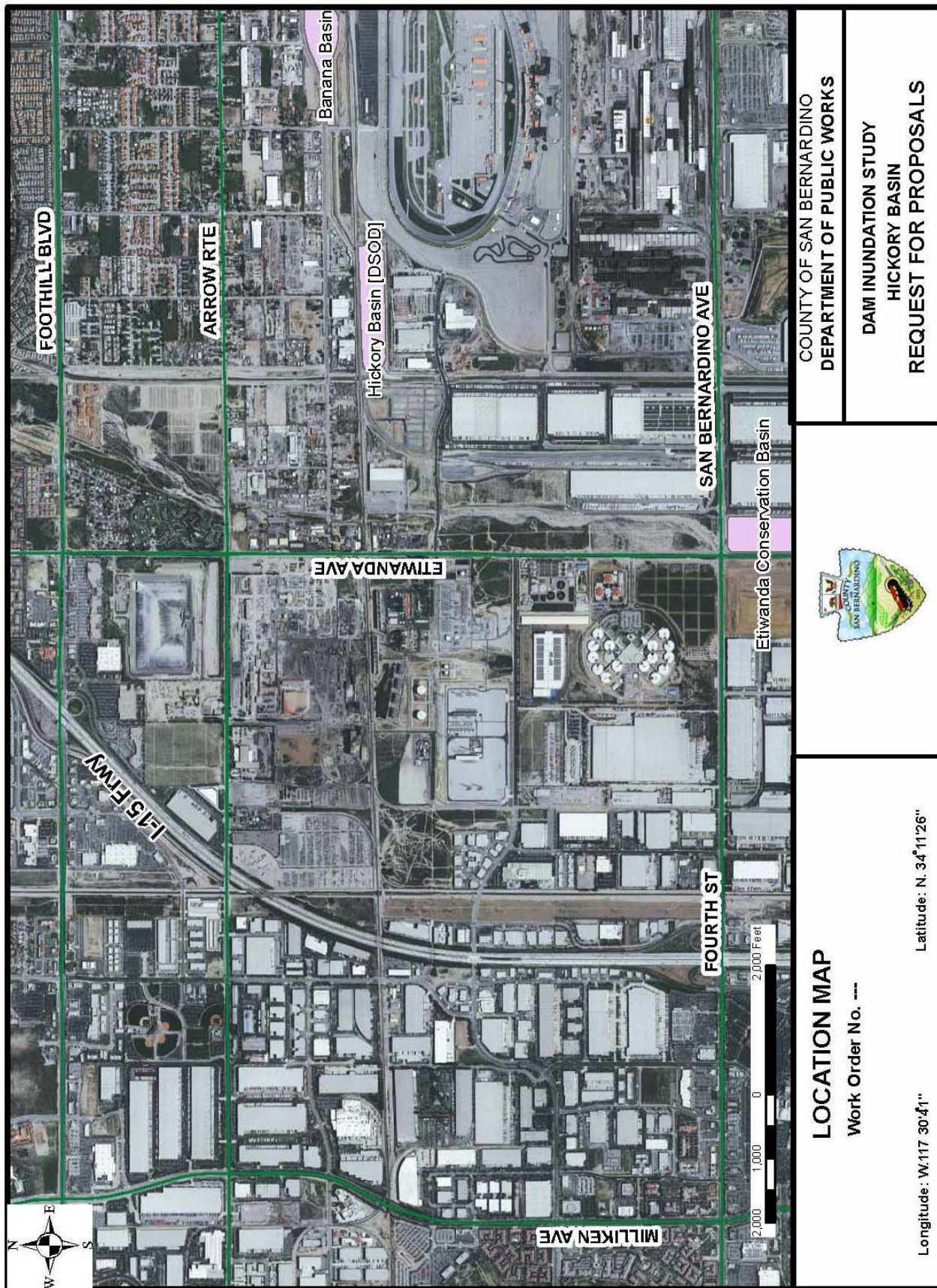
Use this checklist to ensure that all items requested have been included.

Items Completed		Page (s)
1.	Attachment A – Cover Page	
2.	Attachment B – Minimum Proposer Requirements	
3.	Attachment C – Exceptions to RFP	
4.	Attachment D – Statement of Certification	
5.	Attachment E – References	
6.	Attachment F – Fee Proposal Sheet <b>(in separate sealed envelope)</b>	
8.	Attachment H – Proposal Checklist	
9.	Licenses/Certifications	

[illegible]

EXAMPLES OF GREEN ATTRIBUTES	EXAMPLES OF CERTIFICATION AND/OR ACCREDITATION
Biobased	Certified Approved Product (AP) Non-Toxic
Biodegradable	Ecologo Certified
Carcinogen-free	Energy Star
Chlorofluorocarbon (CFC)-free	Electronic Product Environmental Assessment Tool (EPEAT) program
Compostable	Forest Stewardship Council Certified
Energy efficiency	Green Seal Certified
Lead-free	Greenguard Certified
Less hazardous	Scientific Certification Systems (SCS)
Low toxicity	
Mercury-free	
Persistent bioaccumulative toxin (PBT)-free	
Rapidly renewable	
Rechargeable	
Recyclable	
Recycled content	
Reduced greenhouse gas emissions	
Reduced packaging	
Refill/refillable	
Remanufactured/refurbished	
Renewable materials	
Responsible forestry	
Upgradeable	
Water efficiency	

**ATTACHMENT J – SAMPLE AGREEMENT**





COUNTY OF SAN BERNARDINO  
DEPARTMENT OF PUBLIC WORKS

DAM INUNDATION STUDY  
DEVIL CANYON DAM BASIN #1  
REQUEST FOR PROPOSALS



**LOCATION MAP**  
Work Order No. ---

Longitude: W 117° 20' 12"

Latitude: N 34° 11' 26"

**EXHIBIT "B"**